

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is made this ____ day of July, 2007, by **W. Austin Musselman, Jr.** and, **Layla George Musselman** having an address at 344 S. Peterson Avenue, Louisville, Kentucky 40206 (collectively, “Grantor”), in favor of the **Louisville/Jefferson County Metro Government**, a consolidated local government pursuant to KRS Chapter 67C, having an address at 527 W. Jefferson Street, Louisville, Kentucky 40202 (“Grantee”).

WITNESSETH:

WHEREAS, Grantor is sole owner in fee simple of certain real property in Louisville, Jefferson County, Kentucky, more particularly described in the legal description attached as Exhibit B hereto, and shown on the survey attached as Exhibit A hereto, both of which are incorporated herein by this reference (the “Property”);

WHEREAS, the Property possesses conservation values of importance to Grantor, the people of Jefferson County, and the people of the Commonwealth of Kentucky, which, if preserved, will yield significant public benefits, including the protection of a natural plant and wildlife habitat, and the preservation of open space for the scenic enjoyment and environmental benefit of the general public (collectively, “Conservation Values”);

WHEREAS, the grant of a conservation easement by Grantor to Grantee on the Property will assist in preserving and maintaining the Property and the Conservation Values and significance of the Property;

WHEREAS, the grant of a conservation easement on the Property by Grantor to Grantee shall assure, in particular, the preservation and maintenance of the Property and the Conservation Values of the Property;

WHEREAS, the grant of a conservation easement on the Property will serve the clearly delineated governmental policies of Kentucky Revised Statutes 382.800 *et seq.* to retain or protect “natural, scenic, or open-space values of real property, assuring its availability for agricultural, forest, recreational, or open-space use” and for “protecting natural resources, maintaining or enhancing air or water quality, or preserving the historical, architectural, archaeological, or cultural aspects of real property;”

WHEREAS, the preservation of the Conservation Values of the Property will assist in the accomplishment of Cornerstone 2020, adopted and approved by Louisville and Jefferson County Planning Commission on June 15, 2000, all of which are of great importance to Grantor, Grantee, the people of Jefferson County, Kentucky and the people of the Commonwealth of Kentucky in that it will, among other things:

- (a) Minimize the impact of changing land use on natural features and ecosystems;

- (b) Protect, to the extent possible, wildlife sanctuaries, wetlands, major forested areas, nature preserves, publicly owned parks, unique natural areas and other areas with significant landscape features;
- (c) Preserve through voluntary measures, such as outright public acquisition, conservation easements and scenic easements, privately owned open space, unique natural areas and other landscape features determined to be of community-wide significance;
- (d) Encourage programs that help support landowners who wish to maintain or establish agricultural operations in Louisville and Jefferson County;
- (e) Encourage the preservation of significant farmland through public acquisition or voluntary land protection strategies for land owners;
- (f) Identify and preserve riparian corridors and woodlands;
- (g) Preserve and enhance significant habitat for wildlife species;
- (h) Adopt a management philosophy that encourages natural resource stewardship; and develop and implement appropriate regulatory and non-regulatory mechanisms and design standards to protect important scenic and historic resources and visual quality of life.

WHEREAS, the specific Conservation Values of the Property are documented in an inventory of relevant features of the Property, of even date herewith, a complete copy of which is on file in Docket No. 22-2007-05 at the offices of Louisville Metro Division of Planning and Design Services, and a duplicate copy is located in the Louisville Metro Office of Historic Preservation and Archives, consisting of reports, maps, photographs, and other documentation (the "Baseline Documentation"), some of which are attached as Exhibits to this Deed, that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this grant, all of which is incorporated herein by this reference;

WHEREAS, Grantor intends the Conservation Values of the Property to be preserved and maintained by this Easement, in perpetuity, and that the continuation of land use patterns, existing at the time of this Easement and so identified in the Baseline Documentation shall not be permitted to impair or interfere with those values;

WHEREAS, Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, a conservation easement on the Property, pursuant to the Kentucky Revised Statutes Sections 382.800 through 382.860 and the terms of this Easement;

WHEREAS, Grantee agrees by accepting this Easement, that Grantee shall endeavor to honor the intentions of Grantor stated herein and endeavor to preserve and protect in perpetuity the Conservation Values of the Property;

WHEREAS, Grantor further intends as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity; and

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and the laws of the Commonwealth of Kentucky, and in particular KRS 382.800 et seq., Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property, together with all unreserved development rights associated with the Property, of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose. It is the purpose of this Easement to assure that the Property will be retained predominantly in its natural condition, and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities as are not inconsistent with the purpose of this Easement.

2. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

(a) To preserve and protect the Conservation Values of Property;

(b) To enter upon the Property at reasonable times, at least once per year, in order to monitor compliance with and otherwise enforce the terms of this Easement; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

(c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

(d) Any and all development rights now or hereafter associated with the Property, including, without limitation, all rights, however designated, that may be used pursuant to applicable zoning laws, or other governmental laws or regulations, to compute permitted size, height, bulk or number of structures, development density, or any similar development variable on or pertaining to the Property or any other property, except those reserved under Section 4. The parties agree that the development rights so conveyed are hereby terminated and extinguished and may not be used on or transferred to any portion of the Property as it is now or hereafter may be bounded or described.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Except as reserved under Section 4, without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) Any commercial or industrial use of or activity on the Property ;
- (b) Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant depletion or pollution of any surface or subsurface waters;
- (c) The installation of underground storage tanks, or the processing, storage, dumping, or the disposal of wastes, trash, rubbish, vehicle bodies or parts, refuse, and debris on the Property;
- (d) The establishment, maintenance, or operation of any commercial feedlot. As used herein, “commercial feedlot” is defined as a confined area or facility within which land is not grazed or cropped at least annually and which is used to receive livestock that has been raised off the Property for feeding and fattening for market;
- (e) The use of motorized recreational vehicles on the Property, including but not limited to snow mobiles, motorcycles, dirt bikes, all-terrain vehicles and similar types of vehicles; and
- (f) Hunting, fishing, trapping, or logging of trees.
- (g) The legal or *de facto* division, subdivision or partitioning of the Property; any transfer of the fee interest in the Property shall be of the entire Property as a single parcel;
- (h) The use, exercise, or transfer of development rights on or to the Property. For the purposes of this subparagraph, “development rights” include, without limitation, any and all rights, however designated, now or hereafter associated with the Property or any other property that may be used, pursuant to applicable zoning laws or other governmental laws or regulations, to compute permitted size, height, bulk or number of structures, development density, lot yield, or any similar development variable on or pertaining to the Property or any other property.
- (i) Any alteration of the surface of the land, including, without limitation, filling, the excavation or removal of soil, sand, gravel, rock, peat or sod without the prior written approval of Grantee, except as expressly permitted in Section 4 of this Deed;
- (j) The placement of signs or billboards on the Property, except that signs whose placement, number, and design do not significantly diminish the scenic character of the Property may be displayed to state the name and address of the Property and the names of the persons living on the Property, to advertise the Property for sale or rent, and to post the Property to control unauthorized use or entry;

(k) The construction of new roads, or the paving of any existing unpaved road or trail, except as expressly permitted in Section 4 or this Deed or with the prior written approval of Grantee;

(l) The construction or installation of a golf course or driving range, or other commercial or non-profit recreational facility on the Property;

(m) Any unanticipated activity or use of the Property which is inconsistent with the conservation values of this Easement which would impair significant Conservation Values is prohibited unless such use or activity is necessary for the protection of Conservation Values that are the subject of this Deed, in which case such activity or use shall be subject to the prior written approval of Grantee as provided in Section 6.2 herein.

4. Reserved Rights. Grantor reserves to themselves, and to their personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, and subject to the terms of paragraph 3, the following rights are expressly reserved:

(a) Any existing fences on the Property may be repaired and replaced, and new fences may be built anywhere on the Property subject to notice and prior written approval of Grantee, provided that such fences do not obstruct the scenic view of, or interfere with the open space character of the Property;

(b) Any existing buildings, structures or other improvements currently located on the Property may be maintained, repaired and replaced;

(c) The right to maintain trees, shrubs and lawns on the Property in good condition and appearance. Grantee specifically agrees that Grantor may from time to time, without the approval of Grantee, (i) undertake such landscaping of the Property as is compatible with the Conservation Values of the Property which may involve removal or alteration of present landscaping, including trees, shrubs, or other vegetation, (ii) build vegetable or flower gardens on the Property; (iii) plant new trees, shrubs and other vegetation;

(d) The right to selectively prune or cut trees on the Property as necessary for fire prevention, thinning, elimination of diseased growth, control of invasive, non-native species, to control insects and disease, or to prevent personal injury or property damage, in accordance with best management practices recommended by the Kentucky Division of Forestry or a successor agency;

(e) The right to create new trails or footpaths using permeable materials (such as sand, gravel or crushed stone);

(f) The right to engage in outdoor recreational activities for personal, noncommercial purposes that are not disruptive of the natural environment and are in compliance with all applicable federal, state and local statutes and regulations, including but not limited to the right to construct picnic areas, playgrounds, jogging paths, soccer fields and similar recreational facilities, together with associated parking areas;

(g) The right to post all or a portion of the Property against trespassing and hunting; and

(h) The right to engage in farming and agricultural activities.

5. Existing Easements. Anything to the contrary herein notwithstanding, the Property is subject to all existing easements of record prior to the date this Easement is recorded, and this Conservation Easement does not affect the rights or obligations of any such easements.

6. Notice and Approval.

6.1 Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the purpose of this Easement. Whenever notice is required Grantor shall notify Grantee in writing not less than 10 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

6.2 Grantee's Approval. Where Grantee's approval is required under the terms of this Easement. Approval shall be granted or withheld in writing within 10 days of receipt of Grantor's written request therefor. Approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

7. Grantee's Remedies.

7.1 Notice of Violation; Corrective Action. If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

7.2 Injunctive Relief. If Grantor fails to cure the violation within 10 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 10 day period, fails to begin curing such violation within the 10 day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring

an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

7.3 Emergency Enforcement. If Grantee, in good faith, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section 7 without prior notice to Grantor or without waiting for the period provided for cure to expire.

7.4 Scope of Relief. Grantee's rights under this Section 7 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in paragraph 7.2, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 7 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

7.5 Forbearance. Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

7.6 Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

8. Public Access. No right of access by the general public to any portion of the Property is conveyed by this Easement.

9. Extinguishment and Condemnation.

9.1 Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in the conditions of the Property may make impossible the continued ownership or use of the Property for conservation purposes and necessitate a partial or full extinguishment of this Easement.

9.2 Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public,

corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor shall recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered

9.3 Net Proceeds. Net proceeds shall include, without limitation, insurance proceeds, condemnation proceeds or awards, proceeds from a sale in lieu of condemnation, and proceeds from the sale or exchange by Grantor of any portion of the Property after the extinguishment.

10. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement in writing, without notice to any other party; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws and any amendment shall be consistent with the purpose of this Easement and shall not affect its perpetual duration. Amendments to this Easement shall be approved only if consistent with and in furtherance of the Conservation Values outlined herein, and only to strengthen the protections offered by this Easement. Any such amendment shall be recorded in the Office of the Clerk of Jefferson County, Kentucky.

11. Assignment. This Easement is transferable; however, as a condition of transfer, Grantee shall require that the conservation purpose that this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least 30 days prior to the date of such assignment.

12. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least 30 days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

13. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: W. AUSTIN MUSSELMAN, JR.,
LAYLA GEORGE MUSSELMAN
344 S. Peterson Avenue
Louisville, Kentucky 40206

To Grantee: LOUISVILLE/ JEFFERSON COUNTY
ENVIRONMENTAL TRUST,
444 S. Fifth Street, Suite 300
Louisville, Kentucky 40202-4313
Attn: Chair

or to such other address as either party from time to time shall designate by written notice to the other. Mailed notices shall not be deemed given or served until three business days after the date of mailing thereof or if delivery is by nationwide commercial courier, service of notice shall be deemed given one business day after the date of delivery thereof to said courier. Rejection or refusal to accept, or inability to deliver because of changed addresses or because no notice of changed address was given, shall be deemed a receipt of such notice.

14. Recordation. Grantee shall record this instrument in timely fashion in the Office of the Clerk of Jefferson County, Kentucky, and may re-record it at any time as may be required to preserve its rights in this Easement.

15. Existing Liens. Grantor warrants that to the best of their knowledge and belief there are no liens or mortgages on the Property. Grantor shall immediately cause to be satisfied or released any lien or claim of lien that may hereafter come to exist against the Property which would have priority over any of the rights, title or interest hereunder of Grantee, provided however, Grantor may contest in good faith the assertion of any tax lien, mechanics' lien or other lien on the Property through any administrative or judicial remedies available to Grantor, but Grantor shall promptly satisfy any such lien finally adjudged to be valid.

16. Subordination of Mortgages. Grantor has the right to use the Property as collateral to secure the repayment of debt, provided that the right of the Grantee to enforce the terms, restrictions and covenants created under this Easement shall not be extinguished upon foreclosure of any mortgage or any publicly or privately placed lien, regardless of date. Upon request, Grantee agrees to subordinate its rights under this Easement to the valid claims of any future mortgage holders or beneficiaries of deed of trust to the proceeds of any sale, condemnation proceedings, or insurance involving the Property, or to the leases, rents, and profits thereof, and likewise to subordinate its rights under any lien that may be created by Grantee's exercise of any of its rights under this Easement after the date of such subordination; provided that any such mortgage or deed of trust shall remain subordinated and junior to the Easement to the extent necessary to permit Grantee to enforce the purposes of this Easement in perpetuity and to prevent any modification or extinguishment of this Easement by the exercise of any rights of such mortgage holder or trust deed beneficiary. Grantee agrees to execute any documents required to effect a subordination pursuant to this paragraph.

17. Leases. Grantor warrants that there are currently no lease agreements (whether written, oral, for a fixed term or month-to-month) in effect conveying any interest in the Property for use or occupation by any person.

18. Grantee's Interest. Grantor acknowledges that upon execution and recording of this Easement, Grantee shall be immediately vested with a real property interest in the Property.

19. Estoppel Certificates. Upon request by Grantor, Grantee shall within 10 days execute and deliver to Grantor, or to any party requested by Grantor, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantor's compliance with any of the obligations of Grantor contained in this Easement, or otherwise evinces the status

of this Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within 10 days of Grantor's written request therefor.

20. General Provisions.

20.1 Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Kentucky.

20.2 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. The rule of construction resolving ambiguities against the drafting party shall not be employed in the interpretation of this Easement.

20.3 Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

20.4 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 10.

20.5 No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

20.6 Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantors and their personal representatives, heirs, successors, and assigns, and the above-named Grantee and its successors and assigns.

20.7 Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

20.8 Approval. Whenever in this Easement Grantee's approval or consent is required, said approval or consent shall not be unreasonably withheld, delayed or denied.

20.9 Enforceability. The invalidity of any applicable statute or any part thereof shall not affect the validity and enforceability of this Easement according to its terms, it being the intent of the parties to agree and to bind themselves, their respective successors, heirs and assigns in perpetuity to each term of this Easement whether this Easement be enforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent hereto. This Easement may be re-recorded at any time by any person if the effect of such re-recording is to make more certain the enforcement of this Easement or any part thereof. The invalidity or unenforceability of any provision of this Easement shall not affect the validity or enforceability of any other provision of this Easement or any ancillary or supplementary agreement relating to the subject matter hereof.

20.10 Joint Obligation. The obligations imposed by this Easement upon Grantor shall be joint and several.

20.11 Intentionally omitted

20.12 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument, and shall have no effect upon construction or interpretation.

20.13 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the record counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

GRANTOR:

W. Austin Musselman, Jr.

Layla George Musselman

GRANTEE:

LOUISVILLE/JEFFERSON COUNTY METRO
GOVERNMENT,

BY: _____

Approved as to Form:

IRV MAZE
Jefferson County Attorney

BY: _____

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF JEFFERSON)

Subscribed, sworn to, and acknowledged before me by W. Austin Musselman, Jr. this ____ day of August, 2007.

My commission expires:_____

Notary Public, State at Large
Kentucky

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF JEFFERSON)

Subscribed, sworn to, and acknowledged before me by Layla George Musselman this ____ day of August, 2007.

My commission expires:_____

Notary Public, State at Large
Kentucky

COMMONWEALTH OF KENTUCKY)
) SS.
COUNTY OF JEFFERSON)

Subscribed, sworn to, and acknowledged before me by _____ of Jefferson County Environmental Trust, a Kentucky non-profit corporation, on behalf of the corporation, this ____ day of August, 2007.

My commission expires:_____

Notary Public, State at Large
Kentucky

This instrument prepared by:
Theresa Senninger
Assistant Jefferson County Attorney
531 Court Place, Suite 900
Louisville, Kentucky 40202
502-574-6333

EXHIBIT “A”

Survey

EXHIBIT “B”

Legal Description of Property Subject to Easement